



STATE OF SOUTH CAROLINA
DEPARTMENT OF EDUCATION

REQUEST FOR QUOTATION

Item: Print Education & Business Summit Programs

Quotation No.: Q-196

Mail Date: August 20, 2009

Return Date: September 24, 2009

Return Time: 11:00AM

Buyer Name: Debbie Penn

Contact/Phone No: 803-734-8234 Fax No: 803-734-8235

Please Return Quotes To:

SC Dept. of Education
ATTENTION: Debbie Penn
1429 Senate Street Room 201
Columbia, SC 29201

QUOTATION NUMBER AND OPENING DATE MUST BE SHOWN ON SEALED ENVELOPE

MAXIMUM CONTRACT PERIOD: One Time Buy

Deliver Supplies/Services FOB Destination to the Following Address:
Wardlaw College Bld. On the USC Campus

Requested Completion Date:

Offeror:	Name:	_____
	Address:	_____
	City:	_____
	State, Zip:	_____
	Telephone No.	_____ Fax No. _____

MUST BE SIGNED TO BE VALID

By signing this quote, offeror agrees to provide goods and/or services offered at the price quoted and according to the terms and conditions specified or referenced herein. By signing this bid, I certify that we will comply with all requirements of Section 44-107-10, ET Seq., relating to the S.C. Drug-Free Workplace Act.

Signature: _____ Date: _____

IMPORTANT NOTE

APPLIES TO NONRESIDENTS ONLY

BIDDER/OFFEROR: AMENDMENTS

S.C. WITHHOLDING TAX

CODE SECTION 12-9-310(A)(2)(3)

Effective July 1, 1994, Section 49, Appropriations Bill, Part II Amended The Above-Referenced Code Section To Eliminate Withholding From Payments To Nonresident Contractors And Rental Recipients If The Nonresident Is Registered Or Registers With The S.C. Department Of Revenue or The S.C. Secretary of State's Office. The Nonresident Must Provide An Affidavit To Whomever They Are Contracting With To That Effect.

The Entity Or Person Letting The Contract To The Nonresident Will Retain The Affidavit. In The Absence of an Affidavit Being Provided, Withholding Will Be Required (Contracts--2%, Rental Or Royalty Recipients--7% For Corporations, Or 5% For Individuals And Partnerships).

The Filing Of The Affidavit Affirming Registration By The Nonresident Eliminates The Requirement To Withhold By Those Letting Contracts To Nonresident As Well As The Posting Of The Surety Bond By The Non Resident. Enclosed Is An Affidavit And Instructions To Be Used When Contracting With Nonresidents.

Forms To Register For All Taxes Administered By The South Carolina Department Of Revenue May Be Obtained By Calling The License And Registration Section At 803 898-5872 Or Writing The S.C. Department Of Revenue, Registration Unit, Columbia, S.C. 29214-0140.

Instructions - Nonresident Taxpayer Registration Affidavit

Requirements To Make Withholding Payments: Code Section 12-9-310 (A) (3) Requires Persons Hiring Or Contracting With A Nonresident Taxpayer To Withhold 2% Of Each Payment Made To The Nonresident Where The Payments Under The Contract Exceed \$10,000.00 In Any One Calendar Year.

Code Section 12-9-310 (A)(2) Requires Persons Making Payment To A Nonresident Taxpayer Of Rentals Or Royalties At A Rate Of \$1,200.00 Or More A Year For The Use Of Or For The Privilege Of Using Property In South Carolina To Withhold 7% Of The Total Of Each Payment Made To A Nonresident Taxpayer Who Is Not A Corporation And 5% If The Payment Is Made To A Corporation.

Purpose Of Affidavit: A Person Is Not Required To Withhold Taxes With Regard To Any Nonresident Taxpayer Who Submits An Affidavit Certifying That It Is Registered With The South Carolina Secretary Of State Or The South Carolina Department Of Revenue.

Term And Duration Of Affidavit: It Is Recommended That An Affidavit Be Obtained From A Nonresident Taxpayer For Each Separate Contract Or Agreement. Otherwise, The Affidavit

Submitted By A Nonresident Tax Payer Shall Remain In Effect For A Period Of Three (3) Years, Or For A Lesser Time If The Person Earlier Receives Notice Of Revocation Of Exemption From Withholding From The S.C. Department Of Revenue.

STATE OF SOUTH CAROLINA, DEPARTMENT OF REVENUE (I-312)
THIS AFFIDAVIT APPLIES TO NONRESIDENTS ONLY

Nonresident Taxpayer Registration Affidavit, Income Tax Withholding

The Undersigned Nonresident Taxpayer On Oath, Being First Duly Sworn, Hereby Certifies As Follows:

1. Owner, Partner(s) Or Corporate Name Of Nonresident Taxpayer:

2. Trade Name (Doing Business As): _____

3. Mailing Address: _____

4. Federal Identification Number: _____

5. _____ Hiring Or Contracting With:

Name: _____

Address: _____

_____ Receiving Rentals Or Royalties From:

Name: _____

Address: _____

6. I Certify That The Above Named Nonresident Taxpayer Is Currently Registered With:
(Check Appropriate Box):

☐ **The South Carolina Secretary Of State Or**

☐ **The South Carolina Department Of Revenue**

Date Of Registration _____

7. I Understand That By This Registration, The Above Named Nonresident Taxpayer Has Agreed To Be Subject To The Jurisdiction Of The S.C. Department Of Revenue And The Courts Of South Carolina To Determine Its South Carolina Tax Liability, Including Estimated Taxes, Together With Any Related Interest And Penalties.

8. I Understand The South Carolina Department Of Revenue May Revoke The Withholding Exemption Granted Under Code Section 12-9-310 At Any Time It Determines That The Above Named Nonresident Taxpayer Is Not Cooperating With The Department In The Determination Of Its Correct South Carolina Tax Liability.
The Undersigned Understands That Any False Statement Contained Herein Could Be Punished By Fine, Imprisonment Or Both.

(Signature Of Owner, Partner Or Corporate Officer) **(Seal)** _____ **Date**

If Corporate Officer State Title: _____

(Name - Please Print)

**REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND
CERTIFICATION – W-9**

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do NOT
send to the IRS.

Name (If a joint account or you changed your name, see **Specific Instructions** on page 2.)

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

OR

Employer identification number

Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

List account number(s) here (optional)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here

Signature

Date

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

INCOME TAX CREDIT!!

References: SC §12-6-3350 – **Income Tax Credit for State Contractors Having Subcontracts with MINORITY Firms**

Taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a **South Carolina** state contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits.

The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor.

Questions regarding the tax credit and how to file are to be referred to:

SC Department of Revenue
Research and Review
Phone: (803) 898-5786
FAX: (803) 898-5888

Reference: SC §11-35-5010 - **Definition for Minority Subcontractor**
SC §11-35-5230 (B) – **Regulations for Negotiating with State Minority Firms**

The Governor's Office of Small and Minority Business Assistance (OSMBA) must certify the subcontractor as to the criteria of a "Minority Firm". Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to:

Governor's Office of Small and
Minority Business Assistance
Phone: (803) 734-0657
FAX: (803) 734-2498

STANDARD SOLICITATION PROVISIONS

Notification Of Contract Award: The only way for a respondent to receive a notification of contract award for an award less than \$50,000 is to include a self-addressed stamped envelope with the response to this solicitation. For any award greater than \$50,000 intent to award statement will be mailed to each respondent to the same address that the solicitation was mailed. A no bid response will not receive the statement.

S.C. RESIDENT VENDOR & SC/US PREFERENCES

SOUTH CAROLINA RESIDENT VENDOR PREFERENCE: A vendor is considered to be a resident of this State if the vendor is authorized to transact business within the State, *maintains an office in the Sate, maintains a minimum \$10,000.00 representative inventory at the time of the bid, or is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and has paid all assessed taxes. (RE: section 11-35-1524 if the South Carolina Procurement Code).

****All bidders requesting this preference must place your initials here:** _____

COMPLETE THE FOLLOWING IF MAKING CLAIM

SC OFFICE ADDRESS: _____

PHONE NUMBER: _____

*******PREFERENCE DOES NOT APPLY TO PROCUREMENTS UNDER \$10,000.00*******

SC/US MADE, MANUFACTURED OR GROWN END-PRODUCT PREFERENCE: By signing bid and checking the appropriate space(s) provided and identified on the bid pricing schedule, vendor certifies that the end-product(s) as shown in this bid are either made, manufactured or grown is South Carolina or other states of the United States. **Note: Preferences do not apply to a vendor of goods whether in quantity or not when the price of a single unit is more that thirty thousand dollars.**

DISCUSSIONS WITH BIDDERS: Discussion may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding f the requirements of the invitation for bids.

DISCUSSIONS/NEGOTIATIONS: By submission of a bid, vendor agrees that during the period following issuance of a bid and prior to notification of intent and/or award of contract, vendor shall not discuss this procurement with any party except members of the Department of Education's Purchasing Office or other parties designated in this solicitation.

BID ACCEPTANCE PERIOD: In compliance with the invitation, and subject to all conditions thereof, the signed offers and agrees, if this bid is accepted within _____ days from date of opening, to furnish any or all items/services quoted at the prices set forth. Acceptance period will be thirty (30) days unless specified otherwise above.

INSTRUCTIONS TO BIDDERS

Bids, amendments thereto or withdrawal request must be received by the time advertised for bid opening to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in the solicitation document. Any withdrawal request received after time of opening shall be governed by regulation 19-445.2085. When specifications or descriptive literature are submitted with your invitation for bid, enter bidder's name thereon.

Submit your signed bid on this form. Show bid number on envelope as instructed. The State of South Carolina assumes no responsibility for unmarked or improperly marked envelopes. All envelopes received showing a bid number are placed directly under locked security until the date and time of opening. Do not include more than one solicitation per envelope. If directing any other correspondence, address the envelope to the procurement officer, but do not include the bid number on this envelope since it does not include your bid.

Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The State reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

By submission of a bid, you are guaranteeing that all goods and/or services meet the requirements of the bid during the contract period.

Tie bids will be resolved as outlined in section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.

Do not include any taxes in the bid price shown that the state may be required to pay. Upon submission of a bid by a state agency, the procurement officer will compute a 5% sales/use tax to the non-state agency bids when applicable (service/labor excluded) in determining the low bidder. **This procedure is necessary** by S.C. Department of Revenue and Taxation regulation 117-174.95.

Any vendor desiring to exercise rights under section 11-35-4210 (right to protest) of the South Carolina Consolidated Procurement Code should direct all correspondence to the Department of Education's Director of Procurement. Note, this does not apply to small purchases (less than \$50,000.00 in actual or potential value) section 11-35-1550(3).

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BID REJECTION/CANCELLATION: The State of South Carolina reserves the right to reject any and all bids and to cancel the solicitation.

UNIT PRICE GOVERNING: Unit prices will govern over extended prices unless otherwise stated in bid invitation.

BIDDERS QUALIFICATION: Bidders must, upon request of the State, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Department of Education's Purchasing Office reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.

SOLICITATION AMENDMENTS: All amendments to and interpretations of the solicitation shall be in writing from the Department of Education's Purchasing Office. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

BIDDERS RESPONSIBILITY: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

DEBARRMENTS/SUSPENSION: By submission of a response to this solicitation, Bidder is certifying that it is not suspended or debarred from doing business with any other governmental entity.

RISK OF LOSS: The CONTRACTOR shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

AWARD CRITERIA: Award shall be made to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the invitation for bid.

REJECTION: The State reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the State.

WAIVER: The State reserves the right to waive any instruction to bidders, general or special provision, general or special condition, or specifications deviation in accordance with the authority provided in regulation 11-35-1520(13).

ORDER OF PRECEDENCE: In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order (a) bid pricing schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special contract clauses and (e) instructions to bidders.

CORRECTION OF ERRORS: On this bid form: All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

TAX CREDIT AVAILABILITY: Vendors interested in income tax credit availability by subcontracting with certified minority firms should contact the Office of Small and Minority Business Assistance, 1205 Pendleton Street, Columbia, SC 29201 (603-734-0657)

INDEMNIFICATION: The State of South Carolina, its officers, agents, and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's bid.

RECORDS RETENTION AND RIGHT TO AUDIT: The State shall have the right to audit the books and records of the CONTRACTOR as they pertain to this contract, both independent of, and pursuant to, S.C. Code Section 11-35-2220. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

GENERAL CONTRACT CLAUSES

DEFAULT: In case of default by the contractor, the State reserves the right to purchase any of all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

NON-APPROPRIATIONS: Any contract entered into by the State or its departments, institutions, agencies, political subdivisions or other entities resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to the Department of Education's Purchasing Office, Room 201, 1429 Senate Street, Columbia, SC 29201.

FORCE MAJURE: The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule.

SAVE HARMLESS: (This clause does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the State of South Carolina and all state officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright. Bidder shall have no liability to the State if such patent trademark or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the State.

PUBLICITY RELEASES: Contractor agrees not to refer to award of the contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

QUALITY OF PRODUCT: (This clause does not apply to solicitations for service requirements.) Unless otherwise indicated in this bid, it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

SOUTH CAROLINA GOVERNING LAW CLAUSE: The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

TERMINATION: Subject to the conditions below, the contract may be terminated for any reason by the Department of Education's Purchasing Office providing a 30-day advance notice in writing is given to the contractor.

For Convenience – In the event that this contract is terminated or cancelled upon request and for the convenience of the state without the required thirty (30) days advance written notice, then the State may negotiate reasonable termination costs, if applicable.

For Cause – Termination by the State for cause, default or negligence on the part of the contractor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this bid shall apply.

ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Department of Education's Purchasing Office.

AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R.60-1.4, 60-250.4 and 60-741.4.

ITEM SUBSTITUTION: (This clause does not apply to solicitations for service requirements.) The Department of Education's Purchasing Office reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract.

PURCHASES FROM OTHER SOURCES: (This clause does not apply to solicitations for service requirements). The Department of Education's Purchasing Office reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract.

CONTRACT AMENDMENTS: Amendments to any contract(s) resulting from this solicitation between the agency and the vendor must be reviewed and approved by the Department of Education's Purchasing Office.

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT: The State of South Carolina requires all contractual activities to be in compliance with local, state, and federal mandates concerning "Protection of Human Health and the Environment". Any contractor doing business with the State will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to, "The Hazard Communication Standard" OSHA CFR 1910.1200 (scrr article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to insure compliance with these requirements.

PAYMENT FOR GOODS AND SERVICES: Payment for goods and services received by the State shall be processed in accordance with section 11-35-45 of the South Carolina Procurement Code.

SOLICITATION SPECIAL PROVISIONS

Bid Document - Required Copies

When submitting this bid the original bid document is all that is required.

FOIA BIDDING INSTRUCTIONS

SUBMITTING CONFIDENTIAL INFORMATION (August 2002): (An overview is available at www.state.sc.us/mmo/legal/foia.htm) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

Scope

The purpose of this bid invitation is to establish a source or sources of supply for the purchase of new supplies and/or equipment as listed herein for the Department of Education.

Type of Contract

An agency contract or contracts will be awarded by the Department of Education's Purchasing Office for the period indicated and in accordance with the provisions and conditions of this solicitation.

SPECIAL CONTRACT CLAUSES

Patent Liability

The contractor, at his own expense, will defend any suit which may be brought against the State to the extent that it is based on a claim that the goods furnished through a contract infringes a United States patent, and in any such suit will pay those costs and damages which are attributable to such claim and finally awarded against the State. The Department of Education's Purchasing Office shall give the contractor prompt written notice of such claim and full right and opportunity to conduct the defense thereof, together with full information and reasonable cooperation. No cost or expense shall be incurred for the amount of the contractor without its written consent. If principles of government or public law are involved the state may participate in the defense of any action. If, in the contractor's opinion, the goods furnished hereunder are likely to, or do become, the subject of a claim of infringement of a United States patent, then without diminishing the contractor's obligation to satisfy a final award, the contractor may at his option and expense (a) obtain the right for the using agency to continue to use such goods or (b) substitute for the alleged infringing goods other equally suitable goods that are satisfactory to the using agency or (c) take back such goods, provided however, that the contractor will not exercise option (c) until the contractor and the Department of Education's Purchasing Office have evaluated options (a) and (b).

Indemnification

The State of South Carolina, its officers, agents, and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's bid.

Warranty/Maintenance

Manufacturer's standard warranty will be required in writing with delivery of products.

**Location: Blueline delivered to: Wofford O'Sullivan, 1429 Senate Street, Room 926
Columbia, SC 29201**

Evaluation/Award Award will be made as one lot to the lowest responsive and responsive bidder.

SUBMISSION OF QUESTIONS: All questions, requests for information, or requests for clarification regarding this bid, must be submitted in writing either by mail, e-mail, or fax. Questions, requests for information, or clarification must be received in the Department of Education's Purchasing Office no later than **10:30AM EST on September 10, 2009**. **No further questions will be addressed after this date and time.** A response in the form of a written amendment to this bid will be mailed, e-mailed, or faxed to all bidders.

**Mark envelopes with question: QUESTIONS: Q-196
ATTN: Debbie Penn**

E-MAIL QUESTIONS TO:
dpenn@ed.sc.gov

FAX TO: at (803)-734-8235

AMENDMENTS: All amendments to or interpretations of this bid shall be in writing from the South Carolina Department of Education's Purchasing Office. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

**QUOTATIONS (BIDS) RECEIVED AFTER 11:00AM
September 24, 2009
WILL NOT BE CONSIDERED.**

SPECIFICATION

BIDDING SCHEDULE

SC END PRODUCT _____

US END PRODUCT _____

STATE OF S.C. PRINTING SPECIFICATION SHEET

The S.C. Government Printing Services Manual (1-1-98) shall be made a part of all Printing Procurement by reference.
MARK THE BOXES AND FILL IN THE BLANKS THAT ARE APPLICABLE. ☐ SEE ATTACHED SPECIFICATIONS.

VENDOR _____ AUTHORIZED SIGNATURE _____

DESCRIPTION: 2010 EDUCATION AND BUSINESS SUMMIT PROGRAM AGENCY: S.C. DEPARTMENT OF EDUCATION

AGENCY CONTACT: WEEFORD O'SULLIVAN PHONE NUMBER: 803-734-8564

QUANTITY (per issue): 2,700 ISSUES (per year): 1 FLAT SIZE: 17x11 FOLDED SIZE: 8 1/2 x 11

PAGES: 114 ☒ PLUS COVER ☐ SELF COVER ☐ OTHER: _____

STOCK: Text: 80# signature gloss text Other: _____

Cover: 80# signature gloss cover Other: _____

INK: Text - ☐ 1 Color ☐ 2 Color ☐ 3 Color ☒ 4 Color Process

☐ 5 Color ☐ 6 Color ☐ Other: _____ ☒ Bleeds (No. _____)

Covers 1 & 4 - ☒ 1 Color ☐ 2 Color ☐ 3 Color ☒ 4 Color Process

(Front & Back) ☒ 5 Color ☐ 6 Color ☐ Other: _____ ☒ Bleeds (No. _____)

Covers 2 & 3 - ☒ 1 Color ☐ 2 Color ☐ 3 Color ☒ 4 Color Process

(Inside front Inside Back) ☐ 5 Color ☐ 6 Color ☐ Other: _____ ☒ Bleeds (No. _____)

MECHANICAL: Composition and Layout provided by - ☐ Printer ☒ Agency ☐ Camera Ready ☐ Negatives Furnished

☐ Other: _____

MEDIA: Electronic Transmission - ☐ Modem ☐ E-mail ☐ Other: _____

Media Format - ☐ IBM Comp. ☐ Macintosh ☐ Other: _____ ☐ File Copied to Media ☐ File Printed to Media

Media Type - ☐ 3.5" Floppy ☐ 44/88/200/270 Syquest ☐ EZ 135 Syquest ☐ 3.5" Magneto Optical

☐ 5.25" Magneto Optical ☐ 5.25" Compact Disk ☐ Iomega ZIP ☐ Iomega Jazz ☐ Other: _____

Layout Program - ☐ Quark Express (Vers. # _____) ☐ PageMaker (Vers. # _____) ☒ Other: Indesign

Graphics Program - ☐ Illustrator (Vers. # _____) ☐ Freehand (Vers. # _____) ☐ PhotoShop (Vers. # _____) ☐ Other: _____

Typefaces provided by - ☐ Vendor ☐ Agency Typeface Brand: _____ Fonts used: _____

Color Separating by - ☐ Vendor ☐ Agency Color Trapping by - ☐ Vendor ☐ Agency

PRINTER: ☐ PostScript ☐ PCL ☐ Other: _____

Imaging Resolution Required - ☐ 600 dpi ☐ 1200 dpi ☐ 2400 dpi ☐ Other: _____

B&W SCANS: Line Screen Required: _____ Scan Resolution Required: _____ Size: _____ (No. _____) Size: _____ (No. _____)

FOUR-COLOR SCANS/ Line Screen Required: _____ Scan Resolution Required: _____

SEPARATIONS:

Provided by: ☐ Printer ☐ Agency ☐ Min. size (No. _____) ☐ 1/2 Page (No. _____) ☐ Full Page (No. _____)

Agency will provide ☐ Transparency ☐ Print ☐ Art ☐ Other: _____

Type of proof: ☐ Match Print ☐ Dye Sublimation ☐ Other: _____

PROOFS: ☐ Laser (Sets _____) ☐ Page (Sets _____) ☒ Blueline (Sets _____) ☒ Other: Color

FOLDING: ☐ Yes ☐ No ☐ Type _____ SPECIAL APPLICATIONS: ☐ Die Cut ☐ Scoring ☐ Perforations (No. _____)

BINDING: ☐ Saddle Stitch ☐ Perfect Bind ☐ Side Staple ☐ 3 Hole Drill ☐ Collated

☒ Plastic Bind (Color clear) ☐ Wire Bind ☐ Other: _____

PACKAGING: ☒ Boxed As APPROPRIATE per box ☐ Wrapped _____ per pkg. ☐ Shrink Wrapped _____ per pkg.

COPY READY DATE: 6/3/10 DELIVERY DATE REQUIRED: JUNE 11, 2010 (FRIDAY)

☒ Inside Delivery to WARDLAW COLLEGE BLD. ON THE USC CAMPUS

☒ ALL COPY, PROOFS, ETC. MUST BE PICKED UP AND DELIVERED IN PERSON BY CONTRACTOR REPRESENTATIVE WHO IS KNOWLEDGEABLE

AND CAPABLE OF DISCUSSING THE CONTRACT

COST SCHEDULE

Printing Specifications

Total Cost For Job/Issue \$ _____

Delivery Date _____

Vendor _____

Authorized Signature _____

Optional costs will be used to adjust the cost for changes to specifications. All items marked must be filled out or bid may be rejected for being non-responsive.

☒ Cost per 100 for additional quantities at pressrun \$ _____

☐ Cost per _____ for less quantities at pressrun \$ _____

☐ Cost per reprint in lots of _____ within one year of award \$ _____

Cost per signature to: ☐ Add 2 page signature \$ _____

☐ Delete 2 page signature \$ _____

Cost per signature to: ☐ Add 4 page signature \$ _____

☐ Delete 4 page signature \$ _____

Cost per signature to: ☐ Add 8 page signature \$ _____

☐ Delete 8 page signature \$ _____

Cost per signature to: ☐ Add 16 page signature \$ _____

☐ Delete 16 page signature \$ _____

☐ Cost per page for negative and re-stripping \$ _____

☐ Cost for customer alteration: Laser Proof \$ _____ Page/Blueline (per line) \$ _____

☐ Cost per B&W Scan: Minimum \$ _____ Half Page \$ _____ Full Page \$ _____

☐ Cost per duotone: Minimum \$ _____ Half Page \$ _____ Full-Page \$ _____

☐ Cost per color separation: Minimum \$ _____ Half-Page \$ _____ Full-Page \$ _____

Additional Information: 1. ALL PRESS WORK MUST BE DONE ON HEIDELBERG PRESSES.
2. NO WORK MAY BE SUB-CONTRACTED.
3. ALL BIDDERS MUST OPERATE WITHIN A 25-MILE DISTANCE FROM THE SCDE.